

DEPARTMENT OF HISTORIC RESOURCES

Use and Access Agreement

For On-line Historic Resource Data

The Virginia Department of Historic Resources (DHR) hereby grants a revocable license to: _____ (Licensee) to use the information found in the Department's Data Sharing System.

Use of this data is subject to the following conditions:

1. The license is nonexclusive and revocable.
2. The license is nontransferable. And any attempted transfer is void.
3. The license conveys no right for Licensee to release or distribute these data, or derivative works containing these data, in any electronic/magnetic or machine-readable form.
4. Licensee will identify "Department of Historic Resources" as data source on any map or publication using DHR data. Licensee will also include the date provided.
5. Licensee will provide DHR with a list of any reports or printed materials prepared using Historic Resources data and will provide a sample copy of such material if requested by DHR.
6. Although DHR maintains high standards of data quality control, DHR makes no warranty that the data are necessarily accurate or complete.
7. Licensee understands and acknowledges that these data are provided for planning and assessment purposes only. The absence of historic resources the DHR Inventory Data does not necessarily mean that no historic properties are present. It is possible that the area in question has not been systematically surveyed for resources.
8. Obtaining information on previously recorded historic properties does not constitute review under Section 106 of the National Historic Preservation Act. If a project is federally funded, licensed, or assisted, the federal agency may require you to obtain DHR comment under Section 106. If you are requesting a review of your project on behalf of a federal agency, you may download a Project Review Form from our web site at www.dhr.virginia.gov. This is a separate process and cannot be accomplished by either an archives search or accessing inventory data on-line.

9. Licensee understands and acknowledges that release of precise locations may threaten archaeological and historical resources. Licensee shall take reasonable precautions to ensure the security of site locations.
10. If there are subscription service charges, or any other agreements between DHR and Licensee for sharing costs incurred by DHR in making the data available. Licensee shall pay agreed charges within 30 days of being billed by DHR.
11. Licensee will indemnify and hold DHR and its officers and employees harmless against any claims by third parties arising out of the use by Licensee of the data provided.
12. This License is the entire agreement between the parties with respect to the subject matter hereof. It shall be construed in accordance with the law of the Commonwealth of Virginia and may be amended only in writing signed by both parties.

By accepting the DHR data, Licensee agrees to abide by all of the above conditions. Licensee shall sign this license and return it to DHR to indicate receipt and acknowledgement of the terms of this license.

Licensee signature

Date

Licensee Title and Affiliation

Approved:

Kathleen S. Kilpatrick, Director, Department of Historic Resources

APPLICATION FOR THE USE OF THE DHR DATA SHARING SYSTEM (DSS) DATABASE

The Account Application must be filled out when requesting access to use DSS data or when submitting data to the DSS.

Firm _____

Name _____

Address _____

City, State, Zip _____

Phone _____

Fax _____

E-Mail _____

What type of data will you be submitting?

☐ architectural survey

☐ archaeological survey

☐ geographic data

What type of projects will you be undertaking? _____

If there is one primary project that you will be working on, please indicate this in the space below.

By signing this agreement, the applicant is acknowledging that he or she has read and understands the “Use and Access Agreement For On-line Historic Resource Data” and agrees to abide by this agreement. Furthermore, the applicant acknowledges that he or she is a qualified professional, meeting the standards necessary to conduct the applicable level of CRM undertaking.

User ID and password will be issued following approval of this application. There is no fee for submission of data.

Applicant Signature _____ **Date** _____

For staff use only:

Approved ☐

Username: _____

Initials _____

Password: _____